ence of a valid marital status, for it is that which it proposes to dissolve or modify. *Mangue* v. *Mangue*, 1 Mass. 240; *Holtman* v. *Holtman*, 114 S. W. 1198 (Ky.). See 2 BISHOP, MARRIAGE, DIVORCE, AND SEPARATION, §§ 732, 736. The principal case presents a voidable marriage, which, as distinguished from a void marriage, does bring into existence a valid marital status which continues and is good for all purposes until avoided. *State* v. *Cone*, 86 Wis. 498, 57 N. W. 50; *Elliott* v. *Gurr*, 2 Phill. Ecc. 16. See 1 BISHOP, MARRIAGE, DIVORCE, AND SEPARATION, § 259; 2 NELSON, DIVORCE AND SEPARATION, § 569. It may be avoided only by judicial decree on motion of the proper party. N. Y. CONSOL. LAWS, 1909, ch. 19, § 7. Now if the defense offered in this case is in effect a cross bill for nullification, as it was in the English Ecclesiastical Courts, it might well be entertained, for nullification would necessarily render a divorce vain. See *Guest* v. *Shipley*, 2 Hag. Con. 321; *Anon.*, 1 Deane Ecc. Rep. 295. And see ROGERS, ECC. LAW, 2 ed., 361; 1 BISHOP, MARRIAGE, DIVORCE, AND SEPARATION, § 273. But it is not such a cross bill, for the husband does not seek to avoid the marriage, nor is it clear that he ever will do so. To allow the contingency of future nullification as a defense to a suit for divorce would plainly violate the spirit of all the divorce laws. One spouse would be left entirely unprotected in a relationship in which the other is fully protected and in which he might see fit to continue indefinitely. *Smith* v. *Cook*, 24 Que. S. C. 469; *Taylor* v. *Taylor*, 173 N. Y. 266, 65 N. E. 1098. See *Gould* v. *Gould*, 125 App. Div. 375, 109 N. Y. Supp. 910; *Von Prochazka* v. *Von Prochazka*, 21 N. Y. 309, 3 N. Y. Supp. 301. But see *Durham* v. *Durham*, 99 App. Div. 450, 452, 91 N. Y. Supp. 295, 297.

EQUITY — FORECLOSURE OF A MORTGAGE ON PROPERTY PARTLY IN A FOREIGN JURISDICTION — INDIRECT ORDER. — A corporation formed to irrigate California land found it necessary to build a canal through Mexican territory. By the law of Mexico a foreign corporation could not hold land there, so a subsidiary Mexican corporation was formed to hold the title. A large judgment was obtained against the California corporation for damages from failure to control the water. (*The Salton Sea Cases*, 172 Fed. 792). In pursuance of a plan to defeat the collection of this judgment and the foreclosure by bondholders of their deed of trust, by dividing the property so as to make each part valueless by itself, a creditor, who also owned the controlling interest in the California corporation, obtained a collusive judgment in Mexico against the Mexican corporation, sold the Mexican property on execution to its creature, a second Mexican corporation, and had a receiver put in charge of the property. The bondholders now bring a bill in equity to foreclose their deed of trust, and the judgment creditors intervene. *Held*, that the collusive creditor be enjoined from making use of the Mexican judgment or interfering with the property in Mexico, and that the property in California and the stock of the two Mexican corporations be sold as a whole. *Title Insurance and Trust Co.* v. *California Development Co.*, 152 Pac. 542 (Cal.).

Equity, by its power over the defendant personally, will enjoin the prosecution of foreign suits and judgments in order to prevent fraud and collusion. *Wonderly* v. *Lafayette County*, 150 Mo. 635, 51 S. W. 745; *Cole* v. *Cunningham*, 133 U. S. 107. And this is true though the subject matter lies in a foreign jurisdiction. *Bunbury* v. *Bunbury*, 8 L. J. Ch. 297. But in the principal case equity had no power over the Mexican land and so the transfer thereof could not be declared void. *Carpenter* v. *Strange*, 141 U. S. 87; *State* v. *Grimm*, 243 Mo. 667, 148 S. W. 868. But in the ordinary case a reconveyance could have been ordered. *Gardner* v. *Ogden*, 22 N. Y. 327. And had the entire system been situated in States of the Union, the whole could have been subjected to foreclosure by a decree of one of those States. *Muller* v. *Dows*, 94 U. S. 444; *Meade* v. *New York, etc. R. Co.*, 45 Conn. 199; *Union Trust Co.* v. *Olmstead*,

102 N. Y. 729, 7 N. E. 822. But what the foreign jurisdiction will recognize as a valid conveyance limits the power of the court of equity. See *Waterhouse* v. *Stansfield*, 10 Hare 254, 255. And since in the case of Mexican land the conveyance must be completed by certain registration in Mexico, for a United States court to decree the passing of title, there would involve ordering acts abroad. But even if there were no jurisdictional difficulties in the principal case, the title has been in litigation in Mexico and a receiver put in charge under a law so different from that of California that the practical difficulties would prevent the rendition of a decree affecting the land. Yet the litigation should be entertained where complete justice can best be secured. *Harris* v. *Pullman*, 84 Ill. 20. And the court achieved complete justice in the most practical way by ordering the transfer of the stock and avoiding any possible complications involving the rights of Mexico.

ESTOPPEL — ESTOPPEL BY DEED — LAND MORTGAGED BEFORE ACQUIRED — PRIORITY OF MORTGAGE TO JUDGMENT LIEN. — A tenant in common, after mortgaging the property as sole owner, acquired the interest of his cotenant. Later, a creditor obtained a judgment against him. *Held*, that as to the subsequently acquired interest the judgment lien takes priority over the mortgage. *Gallagher* v. *Stern*, 95 Atl. 518 (Pa.).

In the United States it is generally held that a warranty deed or mortgage passes, by way of estoppel, any title which the grantor may thereafter acquire. *Philly* v. *Sanders*, 11 Oh. St. 490; *Jarvis* v. *Aikens*, 25 Vt. 635. Accordingly the grantee prevails against a later purchaser or creditor of the grantor. *Jarvis* v. *Aikens*, *supra; White* v. *Patten*, 24 Pick. (Mass.) 324; *Tefft* v. *Munson*, 57 N. Y. 97. But Pennsylvania and a few other states follow the English view that, although the grantor is estopped by his conveyance, the after-acquired title does not pass. *Calder* v. *Chapman*, 52 Pa. St. 359; *Burtners* v. *Keran*, 24 Gratt. (Va.) 42, 66. The estoppel is therefore held not to affect the subsequent purchaser or creditor if he had no notice. And the record of any mortgage prior to the conveyance by which the mortgagor took his title is no notice of the encumbrance, since it is outside the chain of title. *Dodd* v. *Williams*, 3 Mo. App. 278; *Calder* v. *Chapman*, *supra*. *Cf. Bingham* v. *Kirkland*, 34 N. J. Eq. 229. But in the principal case the mortgage was not outside the chain of title, since it was the duty of the title examiner, in his search for liens against the mortgagor, to go back beyond the time when the latter acquired the interest of his co-tenant to the time when he acquired his original interest as tenant in common. Had he done so he would have found the mortgage. Accordingly, he should be charged with constructive notice. Even under the minority view, therefore, the case is unsound.

GOOD WILL — RIGHT TO USE FIRM NAME — AGREEMENT BETWEEN TENANTS IN COMMON. — A copartnership known as B. & Co. used its name, good will, and trade marks under a rental agreement with B., who owned them but was not a member of the firm. B. bequeathed them in equal shares to his sons C. and D., who entered the firm but retained the name, good will, and trade marks as their separate property. C. and. D. then entered into an agreement providing that upon the death of either, the survivor should have the right to continue the business of B. & Co. and the exclusive right to use the half interest of the other in the firm name, good will, and trade marks, upon payment of one-third of the net profits to the legal representatives of the deceased. C. died, and D. continued the business under the agreement. Later he notified the plaintiff, who was D.'s legal representative, that he would no longer pay her any of the profits, as he was no longer using her half interest. She thereupon brought an action against him. *Held*, that she is entitled either to one-third of the net profits or to a decree restraining D. from using the name, good